

**Government of Jharkhand**  
**Office of Conservator of Forest & State Silviculturist,**  
**Department of Forest, Van Bhawan, Ranchi- 834002**

**Forward Auction Notice**

“Empanelment of Buyers for Sale of Sisal Fibre through forward auction platform of NCDEX e-markets limited”

|   |                                                 |                                                                                                                                                                                                                        |
|---|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Tender published on website                     | 05.09.2018                                                                                                                                                                                                             |
| 2 | Name of the Client                              | Office of conservator of Forest & State Silviculturist, Department of Forest, Van Bhawan, Ranchi-8340002.                                                                                                              |
| 3 | Address and concerned person for Correspondence | Customer Service Group - NCDEX e Markets limited,101,101T, Ackruti corporate park, 1st floor, Near GE Garden, L.B.S. Marg, Kanjur Marg (west) Mumbai –400078 Tel – 022- 48810555 or 7575002165 E- mail – askus@nemi.in |
| 4 | Quantity of Sisal Fibre                         | 100 MT                                                                                                                                                                                                                 |
| 5 | NeML Registration Fees                          | Rs 5000/- Only (Non-refundable) + GST (as applicable)                                                                                                                                                                  |
| 6 | EMD                                             | 2.5% of the value of Tender                                                                                                                                                                                            |
| 7 | Last Date of Document Submission                | 17.09.2018 before 17:00 Hrs.                                                                                                                                                                                           |
| 8 | Date of Reverse Auction                         | 18.09.2018                                                                                                                                                                                                             |

1. All eligible Individuals or partnership firm, Registered Company or Co-operative society or any legal organization should mandatorily register with NCDEX e-Markets Limited for participation in Reverse Auction.
2. The schedule of Auction to be Conducted on Dated – 18.09.2018 will be posted on website : - [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in) and [www.nemi.in](http://www.nemi.in)
3. Any changes/ modification in the Tender documents in the tender documents will be posted on website : - [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in)

Conservator of Forest &  
State Silviculturist,  
Jharkhand, Ranchi.



**Govt. of Jharkhand**  
**Office of the Conservator of Forests and State Silviculturist**  
**Department of Forest, Jharkhand (INDIA)**

Website: [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in)

**e- Auction Notification No: 594 dated 04.09.2018**

**Date: 04.09.2018**

“Short Tender Notice for Empanelment of Buyers for Sale of Sisal Fibre through forward auction platform of NCDEX e-markets limited.”

|    |                                                        |                                                                                                                                                                                                                                                    |
|----|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <b>Tender published on website</b>                     | 05.09.2018                                                                                                                                                                                                                                         |
| 2. | <b>Name of Client</b>                                  | Office of the Conservator of Forests and State Silviculturist, Department of Forest, Ranchi- 834002, Jharkhand.                                                                                                                                    |
| 3. | <b>Address And Concerned person for correspondence</b> | Customer Service Group- NCDEX e markets limited, 101 & 101T, 1 <sup>st</sup> Floor, Ackruti corporate park, L.B.S. Marg, Kanjur marg (west) Mumbai- 400078 Tel- 022-48810555 or 7575002165 Email- <a href="mailto:askus@neml.in">askus@neml.in</a> |
| 4. | <b>Registration Fees</b>                               | Rs. 5,000/- (Five Thousand) only (non refundable) + Applicable GST (18%)                                                                                                                                                                           |
| 5. | <b>EMD</b>                                             | 2.5% of Value of Bid                                                                                                                                                                                                                               |
| 6. | <b>Last Date of registration</b>                       | 17.09.2018                                                                                                                                                                                                                                         |
| 7. | <b>Date of Forward auction</b>                         | 18.09.2018                                                                                                                                                                                                                                         |

1. All eligible Individuals of partnership firm, Registered Company of Co-operative society or any legal organization should mandatorily register with NCDEX e-markets Limited for participation in Forward Auction.
2. The schedule of Auction to be conducted will be uploaded on [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in) & [www.neml.in](http://www.neml.in)
3. Any changes/modification in the tender documents will be posted on website [www.jharkhand.gov.in/forest](http://www.jharkhand.gov.in/forest).

sd/-

## **REQUEST FOR PROPOSAL**

**Short Tender Notice for Empanelment of Buyers of  
Sisal Fibre through e-Auction mode of NCDEX e  
Markets Limited platform.**

## **E- Auction for sale of Sisal Fibre by Office of the Conservator of Forests and State Silviculturist (Department of Forest) Ranchi, Jharkhand.**

### **1. Introduction**

Offices of the Conservator of Forests and State Silviculturist (Department of Forest) Ranchi, Jharkhand hereinafter called “OCFSS” has procured Sisal Fibre and are willing to sell the procured Sisal Fibre. The quantity put forward for sale is 100 MT. The commodity is located in Latehar district of Jharkhand.

Now therefore, the OCFSS invites online bids from Persons/Registered firms/Legal companies for the purchase of the said Sisal Fibre through the platform of NCDEX e Markets Limited (herein referred to as “NeML”) who has been entrusted to provide the electronic platform for the sale of Sisal Fibre. The E-Auction Notice (including Schedules) may be downloaded from Department of Forests website [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in) and from online e-Auctions service provider’s portal [www.neml.in](http://www.neml.in).

### **2. DEFINITIONS**

- 2.1 The term “OCFSS” wherever occurs shall mean the Office of Conservator of Forest and State Silviculturist (OCFSS) and will include its authorized officers acting on its behalf.
- 2.2 The term “contract” shall mean and include the invitation to e-auction, incorporating also the instruction to bidders, the request for proposal (RFP), its annexures and the schedules, participation of bidders in bidding process, acceptance of RFP by bidders, acceptance of bid price by OCFSS and grant of award and such general and special conditions and any amendments to certain Clauses of RFP as may be added to it.
- 2.3 The term “NeML” wherever occurs shall mean NCDEX e Markets Limited.
- 2.4 The term “bidder/buyer/participant/applicant” shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees as the case may be.
- 2.5 The term “seller” shall mean OCFSS who is offering the sale of Sisal Fibre.
- 2.6 The term “e-Auction” or “electronic auction” means of the process submission of bids online by all the participant buyer(s)/bidder(s) for the commodity offered for sale i.e. Sisal Fibre via through the trading platform made available by NeML.
- 2.7 The term “Yankee Forward Auction”, “Forward auction” means an ascending price auction where several buyers compete to offer the price the seller will accept. At the end of the auction, bidders with the highest bids win.

- 2.8 “EMD” or “Margin Money” or “Earnest money Deposit” shall mean the amount deposited by participant into the designated account of NeML prior to e-auctions as stipulated in the terms and conditions below enabling the participant to participate in the scheduled e-auction.
- 2.9 “Security Deposit” or “SD” shall mean amount deposited by the successful bidder into the designated account of NeML post e-auction session which is retained against fulfilment of the buyer obligations.
- 2.10 “Tick Size” means minimum increment allowed either for improving the quantity or price bid.
- 2.11 “Free Delivery Time” means period for which no storage charges will be levied.
- 2.12 “Warehouse” wherever occurs shall means place of storage where the stocks of Sisal Fibre are stored.

### **3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.**

(Please refer Annexure 1 for application and all documents to be self attested and duly attested by Gazetted officer.

- 3.1 Self attested copy of Pan Card of the firm issued by Income Department.
- 3.2 Self attested copy of address of Industry/factory.
- 3.3 Copy of Certificate of registration under GST.
- 3.4 An affidavit on the letter head of the firm regarding -
- a. Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
  - b. Not having been black listed by any organization or Government for non-performance of contractual obligation.
- 3.5 In case of partnership firm or Co-operative or Corporate the applicant should furnish a copy of the partnership deed or byelaw or memorandum as the case may be. In case of partnership firms the share holding pattern should be duly certified by the Chartered Accountant. In case of Cooperative / corporate body copy of the letter of authority duly authorizing the Chief Executive or the authorized person to register and participate in the

e-Auction process should be furnished.

- 3.6 The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/Aadhar Card. self-attested copy should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the competent authority.
- 3.7 Bank account details of firm/person, type of account held, account number, name of the bank, address, IFSC code, along with a copy of the first page of Pass book with the signature of applicant duly attested by Bank Manager.
- 3.8 Three specimen signatures duly attested by a Gazetted officer.
- 3.9 Certified copy of registered power of attorney which empowers me/us to sign this tender on behalf of the company/firm.
- 3.10 One set of documents to be enclosed to application for enrolling as participant on NCDEX e Markets Ltd. The format of application is furnished vide Annexure 1. The applicant has to sign all the pages of tender document duly stamped and submit along with relevant documents and attach the same to duly filled applications. Applications without valid documents will be rejected and kept pending for registration.
- 3.11 Electronic Fund Transfer by NEFT/RTGS in account of NCDEX e Markets Ltd, payable at Mumbai for Rs. 5000/- and GST(18%) towards registration fee to enroll on NCDEX E-Markets Ltd for participation in e-auction shall be enclosed along with the application separately.

**NeML Bank Account Details for registration**

| Bank Name           | Settlement Account | IFSC Code   | Branch Name  |
|---------------------|--------------------|-------------|--------------|
| HDFC Bank           | 00990690013050     | HDFC0000060 | Fort, Mumbai |
| Axis Bank           | 004010202176820    | UTIB0000004 | Fort, Mumbai |
| State Bank of India | 30760958792        | SBIN0011777 | Fort, Mumbai |

- 3.12 The application for registration with relevant Annexures can be downloaded from the website [www.neml.in](http://www.neml.in). Requests for forwarding applications through post / couriers will not be entertained.

3.13 The interested applicants may also visit website [www.neml.in](http://www.neml.in) for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on phone numbers (022) 48810525.

3.14 Those who have already registered as Commodity Participants/Members on NeML and who have renewed their membership for the current financial year need not separately register with NeML. However they shall submit duly signed tender document for having accepted the terms and conditions of the tender to participate in the proposed e-auction.

#### **4. EVALUATION OF APPLICATION FOR REGISTRATION.**

4.1 The completed applications along with relevant documents and fee/Registration charges shall be submitted on or before 17:00 Hrs on 17.09.2018 at the following Address:

**NCDEX e-Markets Limited 101 &**

**101T, 1<sup>st</sup>Floor, Ackruti Corporate**

**Park, L.B.S Road, Kanjur Marg**

**(West) Mumbai- 400079**

**Ph.No- 022/48810555**

4.2 In order to facilitate empanelment of buyers and to encourage their participation, the applications received after will also be accepted for empanelment. However the registration for empanelment for the year 2018-19 shall be kept open throughout the year till further notice or till stocks last. The applications received after 17.09.2018 will also be scrutinized on periodic basis and the eligible Participants will be allowed to participate in subsequent e-auctions conducted if any. OCFSS has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website [www.jharkhand.gov.in/forest](http://www.jharkhand.gov.in/forest).

4.3 The applicants who fulfill the eligibility criteria will be enrolled as registered buyers of Sisal Fibre and will be issued with registration number/user ID and password by NeML. The enrolled applicants are advised to change the password immediately after receipt of same. They shall always and never disclose the password to anyone to protect the secrecy in their own interest.

4.4 All registered buyers are eligible to participate on electronic bidding system (e-auction) conducted by NeML as and when scheduled.

4.5 The electronic auction platform will scrutinize the financial bids and bid winners will be declared based on the highest offer in respect of specified lots offered for sale subject to

terms and conditions detailed in this document.

- 4.6 OCFSS reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability.

## **5. SCHEDULING OF E-AUCTIONS.**

- 5.1 The schedule of e-Auction, type of e-Auction and details of Lot wise auction, date and timings will be published on the website [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in)
- 5.2 All registered buyers are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-Auctions.

## **6. QUALITY OFFERED FOR SALE**

- 6.1 The quality of Sisal Fibre offered for sale is on “as is where is basis”. The interested buyers, if they desire, may visit the warehouse located in Latehar District of Jharkhand for inspection of stocks with prior intimation to OCFSS before participating in e-Auction. The Buyer shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-Auction. No complaints regarding quality of the stocks shall be entertained in case of buyer’s failure to inspect the stocks before entering the bids for Sisal Fibre.

## **7. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NeML PLATFORM.**

- 7.1 The NeML, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the OCFSS. Registered Members will be allotted with member ID and password by NeML along with an unique ESCROW account number in which Members can deposit the EMD and SD.
- 7.2 The registered Members/buyers with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- 7.3 The NeML in consultation with OCFSS will schedule the auctions for each lot and such details viz., e-auction calendar will be published on the website of [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in). The registered buyers are requested to go through the auction calendar carefully before participating in e-Auction.
- 7.4 The registered buyers shall not be intimated individually regarding the e-auctions. However the registered buyers may contact OCFSS, Head office located at Ranchi for obtaining details of schedule of e-auctions.



- 7.5 Alternatively the registered buyers may contact the Customer Service Group on phone numbers (022)48810555 of NeML for information on schedule of e-Auction. The registered buyers shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in) in their own interest, rather than depending on other mode of information sources.
- 7.6 The registered buyers need to deposit 2.5% (Two Point Five per cent) of the bid value of goods as interest free refundable EMD (margin money) with the NeML Escrow account to participate in the e-auctions by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate.
- 7.7 The bidder member should intimate NeML for the transfer of funds and update the details on the CTracker Module-<https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on +91 22 48810555)
- 7.8 The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Common EMD Account of NeML. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder.
- 7.9 Only the EMD (Margin Money) of the winning bidders, who get a partial or full allocation, would be blocked by NeML. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through CTracker Module latest by one day from the day of close of e-Auction.
- 7.10 In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on e-Auction calendar will notify such or any other details as the case may be.
- 7.11 The bidders shall place their bids online on NeML Platform <https://market.neml.in>, the online trading system made available by NeML as per the terms and conditions of the e-Auction.
- 7.12 **Lot** wise Sisal Fibre stock will be offered for Sale, as per the details specified in the Circular uploaded on website [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in).  
The lots are rounded off to next higher Quintal and a single Lot contains 200 Quintals of Sisal Fibre for which a buyer can bid and will be offered for Sale strictly on “as is where is

basis". Minimum quantity for which a bidder can bid is 200 quintals. The evaluation and finalization of bids received shall be made on the basis of following criteria:

- 7.12.1 The e-Auction type for this category will be Yankee Forward Auction facilitated by Auction Engine. In this case the lots will be offered for bidding **Lot wise**. The auction calendar for this category of e-Auction will be published in the website [www.forest.jharkhand.gov.in](http://www.forest.jharkhand.gov.in). Buyer is entitled to bid for both quantity and price subject to following criteria.
- 7.12.2 Bidder shall bid only for price and quantity while submitting the bid for a specified lot. A bidder while submitting the bid online has the option to increase bid price/quantity. This way he can modify his bid till the end of auction schedule. Auction platform will not allow the bidder to modify the bid once submitted to decrease the price bid. In case such modified bids are submitted the same shall be rejected and the earlier valid bid prevails. Any bid by the Bidder which is not a better bid as compared to valid bid recorded on the system will also be rejected.
- 7.12.3 Bidder shall ensure proper network connectivity for bidding.
- 7.12.4 The highest price gets allocated bid quantity as per the approval from the department. If two or more bidders have the same price, bidder who put in his bid first gets priority.
- 7.12.5 There will be a limit on quantity that a bidder is entitled to bid based on net EMD amount available after adjustments/deductions if any at the time of bidding.
- 7.12.6 The minimum Price Bid increment or tick size would be One Rupee Per KG
- 7.12.7 Maximum bid quantity for this auction would be 100 MTs or it may be sold to bidder with smaller quantity not below 20 MTs.
- 7.12.8 The price quoted shall be in Rs. per Kg basis , Ex-warehouse basis for each lot and are Exclusive of cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge and any other expenses incurred for taking delivery at Latehar warehouse. Such costs are to be borne by the successful bidder.
- 7.12.9 It is the liability of the buyer to pay any taxes including CST/VAT, GST if any payable. Buyer has to insure the goods at his own cost. Buyer shall pay cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge and any other incidental expenses incurred for taking delivery at respective warehouses.

- 7.12.10 The Bids of all Bidders who have participated in the e-Auction must remain valid for a maximum period of thirty working days from the date of auction.
- 7.12.11 The Bidders are required to quote in Indian Rupees per Kg for each auction. The minimum tick size shall be Rs.1/-(Rupees One only).
- 7.12.12 During an auction session, a bidder may modify his bid. No cancellation of Bids shall be allowed during an auction session.
- 7.12.13 The final results of the e-Auction as declared by OCFSS, are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of sale or non-remittance of SD within the time schedule as per Clause 7.12.16 by the successful bidder shall result in the forfeiture of the Security Deposit and/or EMD.
- 7.12.14 Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the E-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The Bidders are therefore advised to check the username and the password before the E-Auction and are advised not to reveal it to anyone else so as to prevent misuse of the same.
- 7.12.15 The Bid of the highest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by OCFSS, subject necessary scrutiny within the validity period of bid. OCFSS shall evaluate the bids after conclusion of e-auction and has the right to reject any bid/bids including the highest bid if found not competitive. OCFSS will upload the Circular on the status of e-Auction on its Official web site [www.jharkhand.gov.in/forest](http://www.jharkhand.gov.in/forest) at appropriate time and no individual communication will be sent to Bidders regarding the results of e-Auction.  
Bidders shall check the status of their bids by accessing the platform using their User ID and Password.
- 7.12.16 The Bidder whose bid has been accepted as per the Circular uploaded on the web site shall arrange to transfer an amount equivalent to 10% (Ten per cent) of the value of the order as interest free refundable security deposit (SD), within Seven (7) working days from the date of Circular on the status of e-Auction, by way of electronic fund transfer to the NeML Account detailed below. Non-payment of Security Deposit within the given time would amount to violation of terms and conditions of Tender. In such an event the EMD amount of successful Bidder will be forfeited.
- 7.12.17 OCFSS and the NeML shall not be responsible for any failure of power, Network, Server,

Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NeML Platform <https://market.neml.in>. In case of any technical problems whatsoever, if auctions are not held, conducted or completed as scheduled, then such auctions will be rescheduled accordingly only with consent of OCFSS. The details of rescheduled auctions will be uploaded on the web site of NeML, [www.neml.in](http://www.neml.in) and [www.jharkhand.gov.in/forest](http://www.jharkhand.gov.in/forest). NeML shall not be responsible or liable for any loss or damage that may be suffered on account of such re-scheduling.

- 7.12.18 The Request for proposal for empanelment of Buyers, the terms and conditions of Tender for sale of Sisal Fibre, Amendments to terms and conditions of Tender, Bid of the Successful bidder, Letter/Email Confirmation/Fax/Circular issued by the OCFSS, shall constitute terms and conditions of valid and binding Contract between the Seller and the Buyer enforceable before the court of law.
- 7.12.19 In case of successful bid of the buyer the margin money i.e. EMD will be returned to the buyer on successful deposition of SD @10% after deducting a sum of 0.5% plus applicable GST (18%) which is to be paid to NeML as transaction Charges in accordance with the terms and conditions of tender.
- 7.12.20 In case of unsuccessful bid of the buyer the margin money i.e. EMD will be refunded the next working day by NeML. The unsuccessful Bidder would submit the request on CS Tracker module for refund of EMD. If buyer wishes to retain the EMD as margin money the same would be allowed by the NeML, for participation in the subsequent e-auctions.
- 7.12.21 The successful bidders will be charged transaction charges of 0.5% of the traded value and applicable GST (at the rate of 18% on transaction charges) by NeML.
- 7.12.22 NeML will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 9 below.

## **8. Delivery Process:**

- 8.1 The short listed buyer who qualifies in e-auction will be issued with Delivery order by OCFSS subject to the following conditions and process detailed hereunder:
  - 8.1.1 The Buyer shall make the full payment for the awarded quantity within 10(TEN) working days from the date of Circular issued by OCFSS on the status of e-Auction. The amount payable would comprise value of the Sisal Fibre of lot awarded along with applicable GST

on the Commodity based on the accepted bid. Separate Demand Drafts to be prepared for the Total value of the Sisal Fibre and applicable GST.

- 8.1.2 If the purchaser fails to deposit the purchase price along with applicable taxes (GST) within stipulated period, it shall be assumed that the purchaser is not interested in purchasing the Sisal Fibre and in such event the Security Deposit shall be forfeited. The Security deposit also will be liable to be forfeited for breach of any of the terms and conditions mentioned herein.
- 8.1.3 The purchaser (s) shall also pay GST as per prevailing government rules and laws. The delivery of the commodity stocks shall be taken from ex-godown, Latehar 108 Km from Ranchi. The cost of packing, forwarding etc shall be borne by the purchaser (s).
- 8.1.4 The purchaser (s) shall furnish a list of person (s) with their signature duly attested by him (them) to represent him (them) to deal with the Forest Department in case he (they) is (are) personally unable to do so.
- 8.1.5 The Sisal Fibre will be weighed at the time of delivery and the purchaser (s) or his (their) authorized representative will have to sign a statement mentioning the weight of the material at the time of delivery.
- 8.1.6 The delivered produce will be transported only with the transit permit issued by the Forest department of Jharkhand and the purchaser will abide by the provisions of Indian Forest Act and the transit rules of Jharkhand Forest Department in force. He will have to produce permit/ Challans or other papers, if asked to do so by a forest officer or a police officer.
- 8.1.6 The Seller will nominate nodal official to sign the Delivery Order. They are entitled to verify the details and affix their signature in respect of those stocks held under their custody.
- 8.1.7 The Buyer shall liaise with concerned warehouse Manager for allocating dates for taking delivery in accordance with delivery schedule specified in Delivery Order. This activity is critical for taking delivery of the consignment in desired manner and would avoid any undue delays for lack of communication.
- 8.1.8 The awarded quantity has to be lifted within thirty working days from the date of issue of Circular on the status of e-Auction failing which the SD will be forfeited.
- 8.1.9 Deliveries will not be given for such of those Buyers who have exceeded delivery period of 30 working days. The SD will be forfeited in such instances. Requests for further extensions of delivery date will only be considered if concerned warehouse agencies or the Seller

cannot fulfill the requirement of delivery of stocks for reasons beyond the control like natural calamities, non-availability of sufficient labour either due to strike or for any other events specified under Force Majeure Clause. Buyer shall promptly intimate about such instances to Seller i.e. OCFSS, by e-Mail/Fax within 48 hours failing which such requests for extension of delivery due to above reasons will not be admitted. The Seller will examine genuineness of such requests and take decision to admit or reject extension of time for taking delivery beyond the stipulated period.

- 8.1.10 Any balance amount remaining with the Seller towards sales proceeds excluding EMD and SD adjustments will be refunded without interest after reconciliation of the account.
- 8.1.12 Failure to take allotted delivery or partial delivery within the stipulated time will attract forfeiture of SD.
- 8.2 Violation of any of the Clause/Clauses of the Tender shall be deemed as violation of Terms and Conditions of Tender. This would result in forfeiture of EMD and/or SD and/or sale proceeds. Further Buyer may be barred from participating in subsequent e- Auctions. Such suspension will initiated without assigning any reason whatsoever.
- 8.3 Failure to remit Security deposit (SD) within Seven (7) working days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited.
- 8.4 The buyer, through his authorized representative, while taking delivery shall submit Delivery order issued by OCFSS (in whose custody the stocks are held) to the warehouse authorities duly furnishing photo identity of the representative.
- 8.5 The warehouse authorities will arrange to deliver the quantities mentioned in the delivery order in front of authorized representatives of respective organization and the Buyer. Seller will not guarantee exact quantities to be delivered as specified in Delivery Order. Deliveries will be effected on last in first out basis(LIFO) or the sequence as per convenient handling of stock stored in warehouse without giving room for repeated unstaking/staking of stocks. Requests by the Buyer or his authorized representative for taking delivery of particular stock will not be entertained and such requests will be summarily rejected by warehouse Manager.
- 8.6 The tare weight of the empty vehicle will be recorded on the electronic weigh bridge and after loading the gross weight will be recorded on the same electronic weigh bridge and the net weight is recorded in the presence of authorized representatives of warehouse authorities, Official of respective organization and the Buyer. The buyer may note that the warehouse authorities would notify such weighbridges nearest to the warehouse for the purpose of weighing. Weighing in other weighbridges will not be allowed as per the choice of the buyer. Any exception to this stipulation has to be approved by Managing

Director of respective organization.

- 8.7 While giving delivery of stocks, the buyer/representative of buyer will be issued with Release Order duly signed/stamped by the warehouse Manager. The Buyer shall liaise with Warehouse Officials and concerned APMC authorities for obtaining transport permit.
- 8.8 It will be the responsibility of the buyer to obtain import/stock evacuation/export permits, interstate sale/movement permits etc. from the authorities concerned in case the stocks are to be moved to places outside the District/state/country. Such permits shall have to be produced or made available at the time of taking delivery from the depots.
- 8.9 The buyer after completion of taking full delivery of stocks of Sisal Fibre and submission of copy of following documents:
  - 8.9.1 Copy of Delivery Order
  - 8.9.2 Copy of Release Order issued by Warehouse Manager
  - 8.9.3 Copy of transport permit
  - 8.9.4 Statement of transaction details on the letterhead of Buyer Organization
  - 8.9.5 No objection/no due certificate issued by Nodal Officer/Warehouse Manager of concerned organization
  - 8.9.6 Any other document to support the claims, if any

## **9. Resolution of Disputes:**

- 9.1 In case of any disputes relating to sale including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Director, OCFSS.
- 9.2 In case of any disputes still not resolved and which are relating to delivery of Sisal Fibre including the interpretation of any of the Clause/Clauses of this Tender or the buyer is not satisfied by the decision taken by the Director OCFSS, the matter shall be referred to a Sole Arbitrator for arbitration. The Sole Arbitrator shall be appointed by Director, OCFSS as per his sole and exclusive discretion on behalf of both the parties. The language of arbitration shall be English and arbitration shall be held in Ranchi and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with Arbitration and Conciliation Act, 1996 along with its amendments from time to time.
- 9.3 NeML is acting only as a service provider for the e-auction of Sisal Fibre and shall not be a party to the contract between the Seller and the Buyer subsequent to the e-auctions. By entering into the auctions, the seller and buyer acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer as a consequence of the trade or non-

adherence of any of these terms and conditions.

9.4 NeML will be providing trading platform for the purpose of electronic trading and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the contract. Both seller and buyer shall completely absolve NeML from any consequences resulting out of this terms and conditions and further any disputes between buyer and seller shall have to be resolved by them as per Clause 9.1 and 9.2 mentioned, above. NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between buyer and seller except in case of NeML gross negligence and willful misconduct. Both the buyer and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses (including but not limited to legal expenses) that NeML may incur/suffer as a result of any dispute between buyer and seller.

9.5 Court situated in Ranchi to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

**10. CORRUPT PRACTICES:**

Any bribe, commission, advantages offered or promised by or on behalf of the Buyers to any officer/ employee/ servant of the OCFSS then such Buyers shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the Buyer or on his behalf at any stage of tender process or while taking delivery will be treated as violation of terms and conditions of tender. If such instances are noticed the Buyer will be blacklisted for a minimum period of 3 years.

**11. INDEMNITY:**

The Buyer shall defend, indemnify and hold Seller harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Buyer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

**12. FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Jharkhand State government's policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than one month, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall



immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

We have carefully and fully gone through the terms and conditions of this tender and agree to the terms and conditions of the above Tender document as detailed in section 1 to 12 of the above Tender document.

Signature of Applicant: \_ \_ \_ \_ \_

Place:

Name: \_ \_ \_ \_ \_

Date:

Seal:

**NCDEX e Markets Limited REGISTRATION FORM FOR SALE OF SISAL FIBRE THROUGH E AUCTION PARTICIPATION CP FORM**

NCDEX e Markets Limited (NeML) is a 100% subsidiary of National Commodity & Derivatives Exchange Limited (NCDEX). NCDEX e markets Limited (NeML), is set up to provide an online trading platform for spot trading in various agricultural and non-agricultural commodities.

NCDEX e Markets Limited (NeML) invites applications for Commodity Participant Membership (CP) from persons all over India, who fulfill eligibility criteria contained herein. The CP membership shall entitle the Members to trade in single or multiple commodities across different segments. CP membership shall entitle the Members to trade on their own account only.

The words “Member” and “Applicant” used hereinafter refer and apply to CPs and the term “NeML” shall wherever used, shall refer to NCDEX e Markets Limited.

The Applicants who are admitted as Members shall adhere to the conditions, stipulations and guidelines as contained in the General Terms and Conditions of the NeML along with its amendments from time to time and directions issued by NeML or any Regulatory authority as communicated / notified from time to time by the NeML and / or any other Indian regulatory / statutory authorities.

**1. TYPE OF COMMODITY PARTICIPANT MEMBESHIP**

There are two types of CP Membership of NeML

- A.** Single Commodity CP Membership – Member can trade in only one single commodity or segment opted for.
- B.** Multiple Commodity CP Membership – Member is allowed to trade in all the commodities across all the segments

**2. CRITERIA FOR ADMISSION AS CP MEMBER OF NCDEX e MARKETS LIMITED (NeML)****A. ELIGIBILITY****A.1 Applicants who are:-**

- a) Individuals
- b) Sole proprietors
- c) Limited Liability Partnership (LLP), Partnership Firms

- d) Co-operative societies registered with the registrar of co-operative societies of the respective states / Union Territories
- e) Companies, corporations or institutions incorporated under Companies Act, 1956 along with the amended Act of 2013 or under any central or state legislation and are permitted under their Memorandum of Association or applicable constitution document for engaging in production / trading / consumption / broking in commodities/assets/services etc.
- f) Such other persons / entities as may be permitted by the relevant authority of the NeML

#### B. FEE / DEPOSIT STRUCTURE AND NET WORTH REQUIRMENT

Applicants whose applications are accepted for admission will be required to pay the following fees as given below. The fees indicated below are valid for one financial year i.e. from 1<sup>st</sup> April to 31<sup>st</sup> March of the following year and shall be renewed annually.

| Sr. No. | Particulars             | For Single Commodity CP Membership | For Multiple Commodity CP Membership |
|---------|-------------------------|------------------------------------|--------------------------------------|
| 1       | One time admission fees | Rs.5000.00                         | Rs.25000.00                          |
| 2       | Membership Renewal Fees | Rs.5000.00                         | Rs.5000.00                           |

Note: Applicable GST is chargeable on the above fees .Fees prescribed at Sr. 1 and 2 are non-refundable.

An applicant must pay the membership and other fees etc., as applicable at the time of admission.

#### C. ADMISSION PROCEDURE

All applicants are required to submit the application form in the prescribed format.

The admission procedure shall consist of appraisal of valid applications and other documents annexed and in case required, a personal interface with the membership committee constituted by the NeML for this purpose. The final acceptance / rejection of any membership shall be at the absolute discretion of the NeML and the decision of the NeML shall be final and binding.

#### D. SUBMISSION OF APPLICATION FORM

Eligible applicants are required to submit their applications for CP Membership of the NeML in the format prescribed in CP FORM hereto, complete in all respects, along with all relevant documents and Annexures as applicable to the applicant and accompanied by non- refundable fees as per table above by demand draft / pay order drawn in favour of “NCDEX e Markets

Limited”, payable at Mumbai or NEFT /RTGS in the account of NeML. Incomplete applications are liable to be rejected. The application along with relevant documents and applicable fees must be submitted at the following address of the NeML -

*“NCDEX e-Markets Limited, Membership Department, 1<sup>ST</sup> Floor, Akruti Corporate Park, Near G.E. Garden, LBS Road, Kanjurmarg (West), Mumbai – 400 078 Tel. No. 22 – 66406646” [www.neml.in](http://www.neml.in)*

E. Notwithstanding anything contained herein, the NeML shall have absolute discretion and right to relax, vary, change, add to and delete any or all of the eligibility criteria for Application / Membership for any person or partners or directors or any member of governing body. Further, the admission of the applicant as a member would be at the sole discretion of the NeML.

F. Notwithstanding anything mentioned above, NeML reserves its sole and absolute right to reject, cancel, suspend and/or terminate the CP Membership granted to any Member at any point in time, with or without assigning any reasons whatsoever and any such decision of NeML shall be final and binding on the CP Member.

CP FORM -NCDEX e Markets Limited (NeML)

APPLICATION FORM FOR COMMODITY PARTICIPANT MEMBERSHIP (CP)

- i) Please read the accompanying notes carefully before filling up the form.
- ii) Please attach all relevant documents along with this application.
- iii) Please use additional sheets to furnish information, wherever necessary.

1. NAME OF APPLICANT:

2. Constitution:

- ☐ INDIVIDUAL
- ☐ SOLE PROPRIETORSHIP
- ☐ PARTNERSHIP FIRM
- ☐ LLP
- ☐ CORPORATE - Pvt. Ltd.
- ☐ CORPORATE - Public Ltd – Listed
- ☐ CORPORATE - Public Ltd – Unlisted
- ☐ CO-OPERATIVE SOCIETY
- ☐ GOVT OR GOVERNMENTAL ORGANISATION
- ☐ OTHERS – PLEASE SPECIFY

3. Type of CP Membership (Tick Against The Membership You Opt For)

- ☐ SINGLE COMMODITY MEMBERSHIP
- ☐ MULTIPLE COMMODITY MEMBERSHIP

Note: If single commodity membership specify Segment if any - \_\_\_\_\_

4. Date of Birth/Incorporation/Registration \_\_\_\_\_

5. PAN No. \_\_\_\_\_

TIN No. \_\_\_\_\_

6. GST Details

A. GSTN –

B. REGISTERED ADDRESS

\_\_\_\_\_

C. STATE CODES

\_\_\_\_\_

\*(For multiple branches and multiple states kindly provide details separately as Annexure duly stamped and signed by authorized person in order to avail input tax benefits from GST).

7. Registered Office Address –

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City and state \_\_\_\_\_

Pin

\_\_\_\_\_

Tel. \_\_\_\_\_

Fax

\_\_\_\_\_

Email ID \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

Mobile No. \_\_\_\_\_

Designation \_\_\_\_\_

8. Address for Communication

☐ Please tick if the communication address is same as registered office address or else fill in new address below -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City and state \_\_\_\_\_

Pin

\_\_\_\_\_

Tel. \_\_\_\_\_

Fax

\_\_\_\_\_

Email ID \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

Mobile No. \_\_\_\_\_

Designation \_\_\_\_\_

9. Details of the Individual /Proprietor/ Managing Partner/ Chief Executive /Chairman/ Secretary

Name : \_\_\_\_\_

PAN No. \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

City and state \_\_\_\_\_

Pin \_\_\_\_\_

Tel. \_\_\_\_\_

Fax \_\_\_\_\_

Email ID \_\_\_\_\_

MobileNo. \_\_\_\_\_

*(Please give details of the Individual/Proprietor/Managing Partner/ Chief Executive/ Chairman/ Secretary of the governing body and all Directors / partners/members of governing body in Annexure SC – 3, along with their detailed biodata)*

10.(A) Name of the stock / commodity exchange(s) on which the applicant is a member. (Please tick relevant)

☐ NOT MEMBER OF ANY OTHER EXCHANGE

☐ YES, DETAILS AS UNDER

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Membership No. : \_\_\_\_\_

(B) Name of the stock / commodity exchange/s on which any director/dominant promoter/partner is a member.

☐ NOT MEMBER OF ANY OTHER EXCHANGE

☐ YES, DETAILS AS UNDER

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

11. Are you an Income Tax assessee? YES ☐ /NO ☐

If Yes, Please attach a copy of the latest IT Return with proof of filing.

12. Whether the applicant and / or any of the partners /promoters /directors / employees were/are involved in any financial irregularities? YES ☐ /NO ☐

13. Has any disciplinary action been taken by any exchange against the applicant or any of the partners/promoters/directors/shareholders/ employees of the applicant? If so, please give details in a separate sheet? YES ☐ /NO ☐

14. Whether any court case/s is / are pending against the applicant and / or any of its partners / promoters / directors / employees

A) in their present status YES ☐ /NO ☐

B) as a promoter / principal / partner / director / employees of any organisation in the past - YES ☐ /NO ☐

15. Please give full details of the applicant/partner / promoters/ shareholders / directors / any of the core staff who:

- (a) has/have ever been adjudged bankrupt or have a receiver order been made against them or have been proved to be insolvent at any time? YES ☐ /NO ☐
- (b) has/have ever compromised with its creditors for less than full discharge of debts? YES ☐ /NO ☐



(c) has/have ever been involved in litigations, suits or proceedings or have been involved in any financial liability of contingent or unascertained nature? YES /NO ☐  
☐

(d) has/have ever been at any time convicted of an offence involving fraud or dishonesty or financial irregularities? YES /NO ☐ ☐

(e) has/have ever been denied / rejected for membership of any stock / commodity exchange or commercial organisation? YES /NO ☐ ☐

(f) has/have ever been suspended / expelled / declared a defaulter on any stock / commodity exchange or he has been debarred from trading in securities/commodities by any Regulatory Authorities like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities etc.? YES /NO ☐ ☐

(g) has/have committed any act, which renders the Company liable to be wound-up? YES / NO ☐ ☐

(h) has/have had a provisional Liquidator or Receiver or Official Liquidator appointed by a competent Court? YES /NO ☐ ☐

(If answers to question nos 14 - 17 are indicated as "YES", please give complete details separately)

16. DETAILS OF THE BANK ACCOUNT OF APPLICANT (Enclose cancelled cheque copy)

A. BANK ACCOUNT NUMBER \_\_\_\_\_

B. BANK NAME  
\_\_\_\_\_

C. BRANCH CITY AND NAME \_\_\_\_\_

D. IFSC CODE  
\_\_\_\_\_

E. ACCOUNT TYPE  
\_\_\_\_\_

(Point No16 needs to be certified by Bank that account is conducted satisfactory)

## DECLARATION -

Any mis-statement or misrepresentation or suppression of facts in connection with this application for CP membership or breach of any undertaking or condition of admission of CP membership entails rejection of application or expulsion from membership.

I/We hereby state that the above-mentioned particulars and annexures hereto are true, correct and complete to the best of my/our knowledge and information. I / We also state that no relevant material fact has been misstated, misrepresented or suppressed. Further I/We state that I/We agree and accept to abide by the General Terms and Conditions of NeML as amended from time to time and also agree and accept to abide by the terms and conditions subject to which any commodity has been offered for trading on NeML platform.

Signed and Sealed:

Name :

Designation:

Place and Date :

Affix Passport  
size photograph  
of the  
  
Signatory

### APPLICATION TO BE SIGNED BY:

|                              |                                                                                                                                                             |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For individuals              | By the Individual himself/herself                                                                                                                           |
| For partnership firms        | By all the partners of the firm                                                                                                                             |
| For Co-operative Societies   | By persons duly authorized by a resolution in accordance with Bye Laws of the society (submit certified true copy of the relevant resolutions, duly signed) |
| For Corporates / Institution | Managing Director/Whole Time Director/any other person/s as authorised by the Board (Submit certified true copy of the relevant Board resolution)           |

Documents to be enclosed along with Application Form

| Corporate/Co-operative Entity Applicant                                                                                                 | Entity | Tick Mark attached documents | Partnership Firm, LLP Entity Applicant                    | Entity | Tick Mark attached documents |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------------|-----------------------------------------------------------|--------|------------------------------|
| Certificate of Registration and Incorporation of company/society                                                                        |        |                              | Partnership Deed along with any changes, amendments       |        |                              |
| Memorandum of Association & Article of Association                                                                                      |        |                              | IT returns for last 2 years                               |        |                              |
| IT returns for last 2 years                                                                                                             |        |                              | Balance Sheet, P&L Account for last 2 years               |        |                              |
| Annual Report for last 2 years (containing Statement of Accounts, Balance Sheet, name of Directors, Members, Shareholding pattern etc.) |        |                              | PAN and GST registration copies and address proof         |        |                              |
| In case current year Annual Report not available, submit the above documents separately.                                                |        |                              | Any other documents as mentioned in the Contract note/RFP |        |                              |
| Bye Laws of Co-operative Society                                                                                                        |        |                              | NeML Risk Disclosure Document signed by the Parties       |        |                              |
| PAN and GST registration copies and address proof                                                                                       |        |                              | Notarised Undertaking on Rs.500/- Stamp Paper             |        |                              |
| Any other documents as mentioned in the Contract note/RFP                                                                               |        |                              |                                                           |        |                              |
| NeML Risk Disclosure Document signed by the Parties                                                                                     |        |                              |                                                           |        |                              |
| Notarised Undertaking on Rs.500/- Stamp Paper                                                                                           |        |                              |                                                           |        |                              |
|                                                                                                                                         |        |                              |                                                           |        |                              |
| Individual and Sole Proprietor Entity Applicant                                                                                         |        |                              |                                                           |        |                              |
| Firm Registration Certificate – For Sole Proprietors only                                                                               |        |                              |                                                           |        |                              |

|                                                           |  |
|-----------------------------------------------------------|--|
| IT returns for last 2 years                               |  |
| PAN and GST registration copies and address proof         |  |
| Any other documents as mentioned in the Contract note/RFP |  |
| NeML Risk Disclosure Document signed by the Parties       |  |
| Notarised Undertaking on Rs.500/- Stamp Paper             |  |

## ANNEXURES TO THE CERTIFICATE TO BE FURNISHED ALONG WITH THE APPLICATION

Annexure I - Details of Directors/ Partners/ Proprietor

*(Please submit only in case there is change in Articles of Association submitted)*

Annexure II - Share holding pattern of company/ Sharing Pattern of the Partnership Firm

*(Please submit only in case there is change in Partnership deed submitted)*

ANNEXURE III: Details of the Stock Exchanges in which Applicant Company is listed

*(Please submit only in case applicable)*

The Annexures are to be certified by the Statutory Auditors.

**Annexure: A**

Certificate dated \_\_\_\_\_

Submitted by \_\_\_\_\_ to NCDEX e-markets Limited (NeML)

**DETAILS OF DIRECTORS/PARTNER/PROPRIETOR/SOCIETY MEMBER**

| S.N | Name | Designation,<br>since @ | Experience<br>No. of years | Share holding<br>No. Amt % age of<br>of total | Directorships<br>controlling share<br>holding in other cos /<br>entities |
|-----|------|-------------------------|----------------------------|-----------------------------------------------|--------------------------------------------------------------------------|
|-----|------|-------------------------|----------------------------|-----------------------------------------------|--------------------------------------------------------------------------|

1.

2.

3.

4.

5.

6.

Date:

Place:

Signature(s)

NOTES :

@ : Enclose the conduct Certificate / Status report from the stock exchange for the companies.

# : For each of these memberships, give details of disciplinary action, if any, taken by the Stock / Commodity Exchange or any other regulatory/statutory authority in respect of these memberships with dates in the following format:

- \*      Expulsion
- \*      Suspension
- \*      Default
- \*      Any other disciplinary action or enquiry against the member

CERTIFICATE (for Corporates / Institutions only)

This is to certify that the Shareholding in \_\_\_\_\_ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Date:

For (Name of Accounting Firm)

Place:

Name of Partner

Chartered Accountant

Membership Number

## Annexure B

(For Corporates / Institutions)

Certificate dated\_\_\_\_\_

Submitted by \_\_\_\_\_ to NCDEX e-markets Limited (NeML)

SHARE HOLDING PATTERN of \_\_\_\_\_ as on \_\_\_\_\_

| Sr. no.<br>up | Name #<br>%age of total | Number of Shares held | Amt   | paid  |
|---------------|-------------------------|-----------------------|-------|-------|
| 1.            |                         |                       |       |       |
| 2.            |                         |                       |       |       |
| 3.            |                         |                       |       |       |
| 4.            |                         |                       |       |       |
| 5.            |                         |                       |       |       |
| 6.            |                         |                       |       |       |
| 7.            |                         |                       |       |       |
| 8.            |                         |                       |       |       |
| 9.            |                         |                       |       |       |
| 10.           |                         |                       |       |       |
| Others @      |                         |                       |       |       |
| -----         | -----                   | -----                 | ----- | ----- |
| TOTAL         | 100 %                   | =====                 | ===== |       |
| =====         |                         |                       |       |       |

NOTES :



# In case of

- ◇ body corporate, give similar details thereof separately.
- ◇ partnership firm, give names of all partners and the sharing pattern.

@ Persons holding 2% or more of the paid up capital should be shown separately and not clubbed in Others.

Date :

Place :

Signature(s)

**Annexure: B**

(LLP or Partnership Firms)

Certificate dated \_\_\_\_\_

Submitted by \_\_\_\_\_ to NCDEX e-markets Limited (NeML)

SHARING PATTERN of \_\_\_\_\_ as on \_\_\_\_\_

| Sr. no. | Partner | Capital in the Firm | Share in Profits | Share in Losses |
|---------|---------|---------------------|------------------|-----------------|
| 1.      |         |                     |                  |                 |
| 2.      |         |                     |                  |                 |
| 3.      |         |                     |                  |                 |
| 4.      |         |                     |                  |                 |
| 5.      |         |                     |                  |                 |
| 6.      |         |                     |                  |                 |
|         | -----   | -----               | -----            |                 |
| TOTAL   | 100 %   |                     |                  |                 |
| =====   | =====   | =====               |                  |                 |

Date:

Place:

Signature(s)

Note: If any company is a partner, please furnish the shareholding of that company

## CERTIFICATE

This is to certify that the Capital and Sharing Pattern of \_\_\_\_\_ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Date:

For (Name of Accounting Firm)

Place:

Name of Partner

Chartered Accountant

Membership Number

**Annexure C**

Certificate dated\_\_\_\_\_

Submitted by\_\_\_\_\_to NCDEX e-markets Limited (NeML)

To be submitted by listed public company

| Sr. No.             | Name of the Stock Exchange(s) |
|---------------------|-------------------------------|
| Listed since (date) | on which company is listed    |

1.

2.

3.

4.

Date:

Place:

Signature(s)

## CHECK LIST

An applicant for membership is required to note the following and furnish all the documents.

Applications should be complete in all respects.

Applications may be retyped on A4 size paper provided all the contents remain intact.

Duly completed application should be submitted along with the relevant documents mentioned above

Attach such other documents that the applicant believes are relevant to the application.

Attention of applicants is particularly drawn to the following provisions:

- Any canvassing by an applicant shall debar his application from being considered for membership
- The membership of NeML shall be at the sole discretion of the NeML.

Incomplete applications shall not be accepted

(To be executed on Non-Judicial stamp paper of Rs.500/- duly notarised)

**NeML Membership Declaration**

This Declaration is executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

To,

NCDEX e Markets Limited,

Ackruti Corporate Park,

Opp. G.E. Gardens, L.B.S. Road,

Kanjurmarg West, Mumbai 400078

Hereinafter called “NeML” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

Executed BY

Name - \_\_\_\_\_

Address - \_\_\_\_\_

hereinafter called “The Undersigned” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

WHEREAS NeML has agreed to admit the Undersigned as a Commodity Participant Member in accordance with the General terms and conditions of NeML as amended from time to time.

AND WHEREAS NeML has as a precondition to the Undersigned being admitted as a Commodity Participant Member, interalia required the Undersigned to furnish this Declaration as given herein under.

Therefore, I/We, the Undersigned being admitted by NeML as a Commodity Participant Member, hereby declares that:-

1. I/We have not violated or prosecuted or charged with any of the offenses made by the State and/or Central Government including but not limited to The Essential Commodities Act, 1955, Food Safety and Standards Act, 2006 and The Legal Metrology Act, 2009 or any other criminal offenses under the Indian Penal Code.
2. I/We will comply with the present and any future requirements under the State and Central Acts and Laws including but not limited to the Essential Commodities Act, 1955, Food Safety and Standards Act, 2006 and The Legal Metrology Act, 2009
3. I/We will inform and keep NeML informed with regard to any action taken or initiated against me/us with respect to any non-compliance under the statutory Acts and Laws likely to impact the my/our obligations for trades conducted on NeML trading platform.
4. I/We confirm that I/We have not been blacklisted by any State or Central Government or any other organization, governmental or otherwise, for non-performance of any contractual obligations or violation/breach of statutory Acts and Laws.
5. I/We agree and undertake to defend and indemnify NeML and keep NeML indemnified and harmless at all times against any claim, loss or damage including liabilities arising out of failure to comply or violation or breach of any or all of the Clauses of this declaration.

The Undersigned do hereby confirm that the declaration provided above is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on our successors and permitted assigns of the Undersigned.

Signed sealed and delivered )

by the within named )

being the authorised person )

Dated -



# NeML

NCDEX Group Company

## **NeML RISK DISCLOSURE DOCUMENT**

**[THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE MEMBER AND THEIR CLIENTS BEFORE ENROLLING AS MEMBERS OF NeML AND SHOULD BE READ IN CONJUNCTION WITH THE GENERAL AS WELL AS SPECIAL TERMS AND CONDITIONS OF NCDEX e MARKETS LIMITED (NeML).**

NeML has not prescribed the merits of participating on the NeML trading platforms but has prescribed this disclosure document for apprising the members regarding the risks involved with trading on NeML platform. This brief statement does not disclose all of the risks and other significant aspects of trading on NeML trading platforms. In light of the risks, the MEMBER should undertake such transactions only if it understands the nature of the contracts (and contractual relationships) into which the MEMBER is entering and the extent to which MEMBER is exposed to risk. The MEMBER should carefully consider whether trading is appropriate for it in light of his experience, objectives, financial resources and other relevant circumstances. Trading requires not only the necessary financial resources but also adequate knowledge, experience and risk assessment and anticipation awareness. In case of any adverse consequences or loss resulting from execution of contracts, the NeML or any other authority shall not be responsible and it will not be open for any MEMBER to take the plea that no adequate disclosure was made or it was not explained the full risk involved by the NeML to the MEMBER. The MEMBER will be solely responsible for the consequences and no contract can be rescinded on that account. The MEMBER must ask the NeML to provide full details of the contract i.e., the contract specifications and the associated obligations, if not provided by NeML.

### **DEPOSITED CASH, FEES AND OTHER MONIES -**

The MEMBER should familiarize itself with the methodology, process and provisions with which the deposited money, in form of cash, fees, margins, security deposits, transaction charges or for any other means, is handled by NeML in general and specifically should make itself aware of the events in which the deposited money in any form would be lost, eroded, forfeited or lien marked. The extent to which the MEMBER may recover its money or property may be governed by specific legislation or local rules in absence of any other contract to the contrary. In some instances, monies, which has been specifically identifiable as the MEMBER's own, will be pro-rated in the same manner as cash in the event of a shortfall of MEMBER. In case of any dispute with the MEMBER, the same shall be subject to dispute resolution process as stipulated in the contract or in absence of the same, as stipulated by NeML from time to time.

### **TRANSACTION AND OTHER CHARGES –**

Before the MEMBER begins to trade, it should obtain a clear explanation of all transaction charges, fees and other charges for which it will be liable. These charges will affect the MEMBER's net profit (if any) or will increase its loss.

### **TRADING FACILITIES**

The NeML offers electronic trading facilities, which are computer-based systems for order-routing, execution, matching, registration or clearing of contracts. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The MEMBER's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, and/or the NeML. Such limits may vary; the MEMBER should ask NeML, for details in this respect, if not already clarified. This document does not disclose all of the risks and other significant aspects involved in participation on electronic trading platform of NeML. The MEMBER should, therefore, study all aspects of participation carefully before becoming involved in it. The MEMBER, hereby acknowledges that he has received and understood this risk disclosure statement.





# NeML

NCDEX Group Company

## **SUSPENSIONS AND TERMINATION OF MEMBER**

Under certain conditions as stipulated in the Membership Undertaking, the General Terms and Conditions of NeML and/or any particular contract, the MEMBER may be barred from participating in any particular trading activity or its Membership may be terminated or suspended, permanently or temporarily, by NeML, on its own or as per instructions received in this regard, with or without assigning any reasons, with or without issuing prior notice, at any point of time. The MEMBER shall make itself aware of all such circumstances under which the MEMBER's participation could get restricted, barred, terminated or suspended.

## **NO GUARANTEES OF PROFIT**

The NeML provides no guarantee of profit or of avoiding losses when trading. The MEMBER has received no such guarantees from the NeML or from any of its representatives. The MEMBER is aware of the risks inherent in trading and is financially able to bear such risks and withstand any losses incurred.

## **ADVICE AND RECOMMENDATIONS**

The NeML will not advise the MEMBER about the merits of a particular Transaction or give him any form of investment advice and the MEMBER acknowledges that the Services do not include the provision of investment advice in the underlying commodities. The MEMBER alone will enter into Transactions and take relevant decisions based on his own judgment. By transacting on NeML trading platforms, the MEMBER represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the transactions. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any transactions. The NeML gives no warranty as to the suitability of the products traded under the MEMBER Agreement and assumes no fiduciary duty in its relations with the MEMBER.

The NeML will not be under any duty to provide the MEMBER with any legal, tax or other advice relating to any Transaction. The MEMBER should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The MEMBER is hereby warned that tax laws are subject to change from time to time.

## **CIRCULARS AND NEWSLETTERS**

The NeML may, from time to time and at its discretion, provide the MEMBER (or in circulars or newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so,

- NeML will not be responsible for such information,
- NeML gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction,
- the information is provided solely to enable the MEMBER to make his own trading decisions and does not amount to trading advice or unsolicited financial promotions to the MEMBER
- if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the MEMBER agrees that he will not pass it on to any such person or category of persons,
- The MEMBER accepts that prior to dispatch, the NeML may have acted upon it itself to make use of the information on which it is based. The NeML does not make representations as to the time of receipt by the MEMBER and cannot guarantee that he will receive such information at the same time as other MEMBERS.



# NeML

NCDEX Group Company

- It is understood that circulars, guidelines, market commentary, news, or other information provided or made available by the NeML are subject to change and may be withdrawn at any time without notice.

## **FORCE MAJEURE EVENTS**

In case of a Force Majeure Event the NeML may not be in a position to arrange for the execution of MEMBER's Orders or fulfil its obligations under the contract or agreement with the MEMBER. As a result the Member may suffer financial loss. The NeML will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under the contract where such failure, interruption or delay is due to a Force Majeure event.

I/We, the Undersigned, have read and understood the above mentioned Risk Disclosure Document and agree and accept, unconditionally and unequivocally, to abide by the contents therein.

Dated:

Place:

Seal and Signature